

**UNIVERSITY OF LOUISIANA AT LAFAYETTE**  
Lafayette, Louisiana

**FILE NO. 09063**

**PROPOSAL FOR FURNISHING**

**ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, SUPERVISION, PERMITS, ETC. NECESSARY TO FURNISH AND INSTALL A HARD WALL MODULAR CLEANROOM, LOCATED ON THE UL LAFAYETTE CAMPUS, LAFAYETTE, LOUISIANA**

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Proposals will be received up to **2:00PM May 12, 2010** by the Purchasing Office, University of Louisiana at Lafayette, Lafayette, Louisiana. Proposals will not be received after this specified hour and date. At this time, the proposals will be publicly opened and read in the Purchasing Office, Room 123, Martin Hall, 104 University Circle, on the University Campus.

This is a *Competitive Sealed Bid*; bids SHALL be submitted in a sealed envelope. Complete details for submitting bid, etc. are contained in the attached INSTRUCTIONS TO BIDDERS.

Bid must be received by the due date and time in the Purchasing Office at the University of Louisiana at Lafayette, 104 University Circle, Martin Hall, Room 123, Lafayette, LA, 70503. Bid is to be in a **SEALED ENVELOPE** with the **BID NUMBER** and **DUE DATE ON THE OUTSIDE OF THE ENVELOPE**.

All inquiries regarding this request shall be directed to:

Purchasing Office  
UL Lafayette, Lafayette, LA  
(337) 482-6243

.....  
TO: University of Louisiana at Lafayette  
Purchasing Office, Martin Hall Room 123  
104 University Circle  
P O Box 40197  
Lafayette LA 70504 0197  
Fax – 337-482-5059

**To Whom It May Concern:**

Attached is the completed proposal of the firm listed below. The undersigned certifies that he/she (or they) has/have carefully examined *the Instructions to Bidders, the General Conditions, and the Specifications* hereto attached and made part herein, and agrees to comply with the instructions, conditions, and specifications, as covered by the attached papers. On the basis of the specifications, the undersigned proposes to furnish any or all items listed in the schedule of items hereto attached, upon which prices are requested, and at the price stated for each item.

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature (By signing this bid, bidder certifies compliance with  
L.R.S.39:1594, Act 121 of 1997)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone No. including area code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax No. including area code

\_\_\_\_\_  
LOUISIANA CONTRACTOR'S NO.

## INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

1. **SUBMITTAL OF PROPOSALS:** The bidder must submit his/her proposal on the form herein provided. The proposal must be signed in ink with, with the blank space(s), filled in for each and every item. The bidder must state the UNIT price (written in ink or typewritten) for which he/she proposes to furnish each item and shall show the total amount for each item based on the quantities shown. Telephone and telegraphic quotations WILL NOT be accepted.

Each change or correction must be clearly marked and initialed by bidder. Failure to comply with these requirements may cause your bid to be disqualified.

The proposal shall be submitted in a sealed envelope with the due date and file no clearly written on the exterior. The envelope shall then be sealed and delivered to the Purchasing Office, University of Louisiana at Lafayette, Lafayette, Louisiana, before the time set for receiving proposals as entered on the front sheet hereof. Any envelope, any sample or package, etc. should refer to the File No. and Due Date.

Proposal received after the time set will be returned to the bidder unopened.

Proposal may be rejected for additions, conditions, or alternate bids, not called for, for incomplete bids, or for failure to comply with requirements set forth.

No bids may be withdrawn after opening date and hour shown on cover sheet and quoted prices shall be firm for a minimum of thirty (30) days unless otherwise specified by the University or the bidder.

2. **SPECIFICATIONS:** Wherever standard Louisiana specifications are specified in any quotation, all bidders must comply with these specifications. Specifications other than standard specifications are to be considered as setting a standard of quality suitable to permit competition and to coincide as far as possible with commercial standards of goods generally sold on the market.

Bidder must specify the brand and model number of the product offered in his/her bid. Bids not specifying brand and model number shall be considered as offering the exact product specified.

Bidder proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications of the bid. Failure to submit such information may cause bid to be rejected.

3. **BID OPENING:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined seventy-two (72) hours after request is made. Information pertaining to completed files may be secured by visit the University Purchasing Office during normal working hours.

A complete record of all bids is kept on file in this office subject to the inspection of any citizen. Every courtesy will be afforded any citizen who is interested in investigating, for any purpose, the record(s) of University of Louisiana at Lafayette purchases.

4. **AWARD OF CONTRACT:** The award of all contracts will be made in conformity with the requirements of the State Statute. The contract shall be awarded with reasonable promptness by written notice to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the proposals.

The University of Louisiana at Lafayette reserves the right to reject any and all bids.

**Page 2, Instructions to Bidders and General Conditions**

The University assumes the right to increase, reduce, or completely eliminate entire item or items from the quotation after an analysis of the bids. The University also reserves the right to award this proposal on an individual item basis, a combination of items basis, or as a total package to one (1) vendor, whichever is in the best interest of the University.

5. **TERMS:** Unless otherwise specified by the University in the proposal, bid prices must be complete, including transportation, prepaid by bidder to destination. Bids other than FOB destination may be rejected.

Notwithstanding bid response, terms of payment shall be at least "Net 30 Days". Discounts offered for payment in less than thirty (30) days WILL NOT be considered in making an award. On open-ended requirement contracts, discounts will be accepted, but WILL NOT be considered in making an award. Bids containing "payment in advance" or "COD" requirements may be rejected.

6. **EQUAL EMPLOYMENT:** Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities or because of an individual's sexual orientation.

7. **INSURANCE:** The contractor shall carry and maintain Workmen's Compensation and Public Liability and Property Damage Insurance in accordance with the statutes and laws of the State of Louisiana, and he/she shall furnish the Owner with satisfactory proof of carriage of the insurance required.

8. **DEBRIS, CLEANING UP, ETC:** The contractor as directed by the Owner during the progress of the work shall remove all resultant dirt and debris and shall properly dispose of same. Upon completion of the service, he/she shall remove all equipment, unused material and debris and shall leave the premises in a clean and first-class condition.

9. **ASBESTOS:** No new material or product may be installed on this project which contains ANY amount of asbestos material. This statement takes precedence over any other product or material specification within these bid documents.

10. **PAYMENTS:** When a contract is in place final payment on account of this agreement will not be made until the expiration of forty-five (45) days following recordation of a Certificate of Substantial Completion and Resolution of Acceptance in the Office of the Clerk of Court, as required by State Statutes, and after such period said final payment will be made upon receipt by the Owner of a certificate from the Office of the Clerk of Court to the effect that no labor or material liens have been filed against the work.

11. **CANCELLATION OF CONTRACT:** The University has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to the following: (1) Failure to deliver within the time specified in the contract; (2) Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) Misrepresentation by the Contractor; (4) Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) Conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) Any other breach of contract.

12. **SIGNATURE AUTHORITY:** In accordance with L.R.S.39:1594 (Act 121 of 1997), the person signing the bid must be:

- A. A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
- B. An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate or affidavit.

By signing the bid, the bidder certifies compliance with the above.

**FURNISH ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, SUPERVISION, PERMITS, ETC. NECESSARY TO FURNISH AND INSTALL A HARD WALL MODULAR CLEANROOM, LOCATED ON THE UNIVERSITY OF LOUISIANA AT LAFAYETTE CAMPUS, LAFAYETTE, LOUISIANA, AS SHOWN ON THESE SPECIFICATIONS.....**

**SCOPE OF WORK**

1. Furnish and install a hard wall modular cleanroom in James R. Oliver Hall (ACTR Bldg.).

In making this bid, each bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.

It is the responsibility of the prospective bidder to visit and examine jobsite, take measurements to his/her own satisfaction and determine conditions under which work is to be done. Owner will not accept responsibility for conditions which careful examination of premises would have shown existed.

To visit jobsite and for further information, prospective bidder is to contact Ms. Rochelle Brasseaux, 337-482-6854.

**GENERAL SPECIFICATIONS**

**GENERAL REQUIREMENTS**

The Contractor shall furnish and install all labor and material necessary to provide and install the complete portion of this contract, including all materials and equipment as shown on the plans. It is the intention of these specifications that all systems be furnished complete with whatever necessary items are required to produce a satisfactory installation in a working order. The Contractor shall be responsible for bringing to the attention of the Owner any shortcomings of the design, or thereby, shall be responsible in full to meet the conditions set forth, that being, the system is to be in a satisfactory working order.

All material shall be installed in accordance with the instructions of the manufacturers. The work shall be done in strict compliance with state and local ordinances governing this class of work. The prospective bidder shall visit the job site and become familiar with all existing conditions found at the site. The Contractor shall become acquainted with all existing factors and conditions which affect the work. Failure to do so shall not relieve meeting the responsibility to install the work correctly.

The Contractor shall protect the entire installation from injury on the project until final acceptance. Failure to do so shall be sufficient cause for the Agent to reject any work.

**DEFINITIONS**

Agent - The University's representative in the Department who is referred to throughout these documents as singular in number.

Contractor - The person who contracts with UL Lafayette to perform the work as called for on these documents who is referred to as singular in number.

Owner - The University of Louisiana at Lafayette (UL Lafayette)

**CONSTRUCTION FORCE**

The Contractor shall provide and maintain in full operation at all times during the performance of the contract a sufficient work crew to execute the work with dispatch. The Contractor shall provide a full time superintendent who shall be on the job during all working periods.

The Contractor shall be responsible for maintenance and repair of all equipment installed by him which fails due to substandard workmanship.

**APPROVALS FOR CHANGE**

At no time shall the Contractor deviate from the intent of the drawings or these specifications unless these deviations are approved in writing by the Agent.

**FAMILIARITY WITH CONDITIONS**

Prior to the submission of the bid proposal, the Prospective Bidder shall make and shall be deemed to have made a careful examination of the project site, the plans, and specifications. The Prospective Bidder shall become informed as to the location and nature of the proposed construction, the kind and character of terrain to be encountered, the kind of facilities required before and during the construction of the project, general local conditions and all other matters that may affect the cost and the time of completion of the project.

**CODES AND PERMITS**

Said work shall comply with all local codes and ordinances.

**DEQ NOTIFICATION**

The Contractor shall be responsible for the proper notification of the Department of Environmental Quality whenever demolition work is to be performed. Copies of the DEQ Notification Form AAC-2 and any additional correspondence with DEQ shall be copied to the University.

**STANDARDS**

All materials furnished under this contract shall be designed, constructed and rated in accordance with the latest applicable standards, and shall pass tests as recommended therein.

**WORKMANSHIP AND MATERIALS**

The workmanship shall conform to the best accepted construction practice. Should it become evident that during the course of construction that the items indicated on the plans, are for any reason undesirable, the Contractor shall immediately bring the situation to the attention of the Agent for a decision. The Contractor shall be responsible for installing the proper materials as described by the drawings and specifications.

All materials furnished for this project shall be new, undamaged, and bear the label of the Underwriters' Laboratories, Inc. Deliver materials in manufacturer's original package and store on skids so that the materials are off the ground, and so that product labels are exposed for easy inspection.

The Bidder shall base the proposal on materials herein specified. Reference to specific manufacturers or trade names is not intended to limit or indicate preference to specific manufacturers, but to indicate a standard of quality. Written approval from the Agent is required on all substitutions prior to installations.

**GUARANTEE**

The Contractor shall guarantee new materials and workmanship for a minimum of one (1) full year after formal acceptance of the project. The Contractor will replace defective material and repair all workmanship defects promptly, and absorb all costs.

This provision shall not override any other warranties that are specified herein.

**PRIOR APPROVALS**

The Contractor is required to install the exact materials specified in these documents, unless prior approval is given from the Agent. Contractors requesting prior approval on an item must submit product information for evaluation to the Agent at least seven (7) working days prior to the bid opening. Products submitted less than seven (7) working days prior to the bid opening will not be considered for prior approval.

**SUBMITTALS**

The Contractor shall submit samples of the materials called for in the section titled "Detailed Specifications". The Agent's approval of samples shall not relieve the Contractor from the responsibility of incorrectly figured dimensions or any other errors that may be contained in these drawings. The omission from the samples, or specifications, even though approved by the Agent, shall not relieve the Contractor from furnishing and erecting same.

The contractor shall be responsible to meet specifications, and the intent of the specifications. Deviation from the specifications in any form, whether reviewed by the Agent in the shop drawings or not, shall imply the Contractor is intending to present a substitution to the materials specified. The Contractor shall give specific written notice of each variation that the shop drawings may have from the requirements of the specifications, and, in addition, shall cause a specific notation (in a very clear manner) to be made on each shop drawing for review of each variation.

**CAMPUS SAFETY POLICY**

Contractor shall adhere to the campus safety policy. Information regarding campus safety can be found on the UL Lafayette website at: <http://www.louisiana.edu/ehs>

**LOUISIANA ONE CALL**

UL Lafayette is a member in the Louisiana One Call system. At least 72 hours before digging anywhere on UL Lafayette property the contractor **must** call 1-800-272-3020 to verify the location of utilities.

**EXISTING LANDSCAPING**

Contractor is liable for any damages caused to the existing landscaping. All landscaping must be protected from root compaction and other physical damage. Contractor **must** provide three foot high orange construction fencing around the drip line of all trees within the construction site.

**ASBESTOS**

The contractor **will not** be required to interface with any asbestos containing material (ACM) during this project. The State of Louisiana has conducted an asbestos survey of all buildings on the UL Lafayette campus. The results of the survey are compiled in management plans for each building. The management plans were assembled according to the requirements set forth in the Department of Environmental Quality Required Elements Index. These plans are available for review to anyone interested in the results. The plans are kept on file in the Reserve Reading Room of Edith Garland Dupre' Library.

**COORDINATION OF WORK**

The Contractor shall inform the Agent each day of his work location before proceeding to work, and each time the Contractor moves into a different area.

**PAYMENT**

The Contractor may invoice the Owner for work performed on a monthly basis. The work performed shall meet the approval of UL Lafayette. UL Lafayette shall process payment after verification of the invoice. **FINAL PAYMENT WILL NOT BE ISSUED UNTIL ALL UNIVERSITY KEYS HAVE BEEN RETURNED TO THE FACILITY MANAGEMENT OFFICE.**

**CLEAN-UP**

The Contractor is responsible for the clean-up and disposal of all trash and construction debris relating to this project. University dumpsters shall **not** be used for the disposal of debris. Should the Contractor dispose of any debris into University facilities, the cost of removal will be deducted from the University's final payment under this contract.

**INSURANCE**

The Contractor shall carry and maintain Workmen's Compensation and Public Liability and Property Damage Insurance in accordance with the statutes and laws of the State of Louisiana, and he/she shall furnish the Owner with satisfactory proof of carriage of the insurance required.

**INDEMNIFICATION**

The Contractor will indemnify and hold harmless the Owner and all of their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from operations under the Contract Documents by the Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, which are caused in whole or in part by any error, omission, or act of any of them. If any and all claims against the Owner or any of their agents or employees by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation laws.

**DETAILED SPECIFICATIONS**

Furnish and install a hard wall modular cleanroom. To include the following:

3" wall panels (S/F/S) 9'6" tall 64 lineal ft.  
Vinyl panels and strip door for GWng Rm.  
1-3070 Steel Door  
3-Full size windows  
Hangar bar to suspend ceiling  
256 sq. ft. clean room "T" grid  
4-Return/Exhaust grills  
7-2x4 fan powered HEPA filters (139 air changes per hour in cleanroom – CL = 1000)  
6-2x4 C/R light fixtures est. (80-90 FC)  
Snap together electrical system with: 1-light switch, 8-outlets and 13-whips for HEPAs and lights



**BID SHEET**

**FURNISH ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, SUPERVISION, PERMITS, ETC. NECESSARY TO FURNISH AND INSTALL A HARD WALL MODULAR CLEANROOM, LOCATED ON THE UNIVERSITY OF LOUISIANA AT LAFAYETTE CAMPUS, LAFAYETTE, LOUISIANA, IN STRICT ACCORDANCE WITH THE CONDITIONS AND SPECIFICATIONS OF BID PROPOSAL FOR THE TOTAL SUM OF ...**

\$ \_\_\_\_\_ (In Words)

\$ \_\_\_\_\_ (In Figures)

WARRANTY \_\_\_\_\_ days after acceptance by the University.

TERMS \_\_\_\_\_

FOB UL Lafayette/Installed

In making this bid, each bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.

It is the responsibility of the prospective bidder to visit and examine job-site, take measurements to his/her own satisfaction and determine conditions under which work is to be done. Owner will not accept responsibility for conditions which careful examination of premises would have shown existed.

Bidder certifies that he/she has contacted \_\_\_\_\_ and has visited and examined job site and taken measurements to his/her own satisfaction on \_\_\_\_\_ (date).

**BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:**

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

FIRM NAME \_\_\_\_\_

SIGNED BY (signature) \_\_\_\_\_

SIGNED BY (printed) \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

FAX NO. \_\_\_\_\_

DATE \_\_\_\_\_